

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EPF Lender, L.P.		08/11/2008	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Energex Pellet Fuel, Inc. /Granules Combustibles Energex Inc.
Street Address:	3891 rue President Kennedy
City:	Quebec
State/Country:	CANADA
Postal Code:	G6B 3B8
Entity Type:	CORPORATION: CANADA

Name:	Energex Properties, Ltd
Street Address:	300 Delaware Avenue
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1797465	STOVE CHOW
Registration Number:	1814323	ENERGEX
Registration Number:	3026517	ENERGEX AMERICAN

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-739-5652
 Email: chowell@morganlewis.com

CH \$90.00 1797465

Correspondent Name: Catherine R. Howell, Senior Paralegal
Address Line 1: 1111 Pennsylvania Ave., N.W.; Attn: TMSU
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER: 068387-0005

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Catherine R. Howell, Senior Paralegal

Signature: /Catherine R. Howell/

Date: 08/13/2008

Total Attachments: 6
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EPF LENDER, L.P. RELEASE OF LIENS

In consideration of the prior complete satisfaction of all amounts owing under and with respect to the Loan and Security Agreement, dated as of March 30, 2007 (the "LSA"), by and between Energex Pellet Fuel Inc./Granules Combustible Energex Inc., a Canadian corporation ("Energex Pellet Fuel"), and EPF Lender, L.P., a Delaware limited partnership ("EPF Lender"), which payment and satisfaction satisfied all outstanding obligations under all related agreements, including the Guaranty and Suretyship Agreement, dated as of March 30, 2007, by and among Energex Corporation (fka Element Biofuels Acquisition Corp.), a Delaware corporation, Energex American, Inc., a Pennsylvania corporation, Energex, Inc., a New Hampshire corporation, Energex Properties, Ltd., a Delaware corporation (collectively, the "Guarantors"), and EPF Lender, EPF Lender hereby disclaims, remises, releases and forever discharges any and all liens, security interests and claims of any and every kind and nature against all of the property (including any intellectual property) of each of Energex Corp. and the Guarantors and specifically authorizes the termination or withdrawal of any financing statement or other document publicly filed or that otherwise evidences or purports to evidence a security interest, lien or conveyance in favor of EPF Lender.

EPF Lender, by its authorized signatory, intending to be legally bound, executed this release document on the 11th day of August, 2008.

EPF Lender GP, LLC

By: Joseph A. Breen, Jr.
Joseph A. Breen, Jr.
Chief Financial Officer

Signed and sworn to in my presence

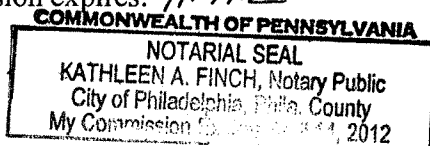
this 11th day of August, 2008.

Kathleen A. Finch

Notary Public

My Commission expires: 4/17/12

(Seal)



PHIL1 799565-1

TRADEMARK
REEL: 003834 FRAME: 0556

EPF LENDER, L.P.
c/o FB Capital Partners, L.P.
2929 Arch Street, Suite 675
Philadelphia, Pennsylvania 19104

June 24, 2008

Energex Pellet Fuel Inc./Granules Combustibles Energex Inc.
c/o DFJ Element
Three Radnor Corporate Center
100 Matsonford Road, Suite 410
Radnor, PA 19087

Attn: Michael DeRosa

Re: Payoff Letter for obligations under that certain Loan and Security Agreement, dated as of March 28, 2007 (as amended, the "Loan Agreement"), by and between Energex Pellet Fuel Inc./Granules Combustibles Energex Inc. (the "Borrower") and EPF Lender, L.P. (the "Lender")

Dear Mr. DeRosa:

This will confirm that, as of June 24, 2008, upon the Lender's receipt of immediately available funds in the amount of \$ [redacted] (the "Cash Payoff Amount"), all of the Borrower's existing obligations to the Lender under the Loan Agreement will be satisfied in full and such loan arrangements between the Borrower and the Lender will be terminated. For each day after June 24, 2008 that the Cash Payoff Amount is not received by the Lender, the Borrower will owe the Lender interest in the amount of [redacted] per diem (the "Per Diem Amount") (which such amount shall be added to the Cash Payoff Amount) and such interest must be paid in full to satisfy the Borrower's obligations to and terminate such loan arrangements with the Lender under the Loan Agreement. Any payment received after 2:00 p.m., Wilmington, Delaware time, shall be deemed received on the immediately following business day and must be accompanied by payment of the applicable Per Diem Amount for such following business day. The provisions of this payoff letter shall terminate if the Cash Payoff Amount and applicable Per Diem Amounts are not received in full and in accordance with the terms of this letter on or before June 30, 2008.

The Cash Payoff Amount is calculated as follows:

Principal	
Repayment Premium	
Interest as of and including June 24, 2008	
Unpaid Lender Expenses	
Total:	

The amount of the Cash Payoff Amount assumes that no further costs or expenses are

Energex Pellet Fuel Inc./Granules Combustibles Energex Inc.

June 24, 2008

Page 2 of 3

incurred by the Lender as to which the Lender is entitled to indemnification or reimbursement under the Loan Agreement between the date hereof and the date on which the Cash Payoff Amount is received by the Lender.

The Cash Payoff Amount (and any applicable Per Diem Amounts) should be sent by wire transfer of immediately available funds to:

Upon receipt of the Cash Payoff Amount (and any applicable Per Diem Amounts), all of the Lender's liens on and security interests in the Borrower's property shall be deemed to have automatically been terminated and released and the Lender hereby authorizes the Borrower or its designee to file all appropriate UCC termination statements to terminate all security interests of the Lender and to complete all necessary documentation to release all of the Lender's liens on the Borrower's property. The Lender also agrees to promptly execute and deliver to the Borrower or to such other party as the Borrower may direct (at the sole expense of the Borrower and/or any successor or assign thereof, but without representation, warranty, recourse or liability of any kind by or to the Lender) all promissory notes evidencing the Borrower's debt to the Lender and such releases, terminations and satisfactions of the Lender's liens on, and security interests in, the Borrower's property as are necessary to evidence the satisfaction of the Borrower's obligations to the Lender and the termination of the Lender's interest in all collateral held with respect thereto.

[Signature Page Follows]

Energex Pellet Fuel Inc./Granules Combustibles Energex Inc.
June 24, 2008
Page 3 of 3

Please evidence your agreement to the terms of this letter agreement by signing a copy of this letter in the space indicated below and returning to the undersigned by overnight courier.

Very truly yours,

EPF LENDER, L.P.

By: EPF LENDER GP, LLC
its General Partner

By: Joseph A. Breen Jr.
Name: Joseph A. Breen Jr.
Title: Chief Financial Officer

Accepted and Agreed to:

ENERGEX PELLET FUEL INC./GRANULES
COMBUSTIBLES ENERGEX INC.,
a Canadian corporation

By: _____
Name:
Title:

Energex Pellet Fuel Inc./Granules Combustibles Energex Inc.
June 24, 2008
Page 3 of 3

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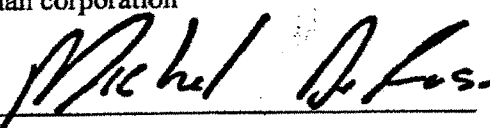
EPF LENDER, L.P.

By: EPF LENDER GP, LLC
its General Partner

By: _____
Name:
Title:

Accepted and Agreed to:

ENERGEX PELLET FUEL INC./GRANULES
COMBUSTIBLES ENERGEX INC.,
a Canadian corporation

By: 
Name:
Title:

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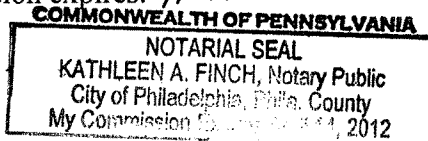
this 11th day of August, 2008.

Kathleen A. Finch

Notary Public

My Commission expires: 4/14/12

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